

Confidentiality Agreement



I, _____, have accepted a position with Marymount University ("Marymount"). As a condition of my employment with Marymount, I am aware that in the performance of my job duties, I will be exposed to confidential information. "Confidential Information" means information or material that is commercially valuable to Marymount or is sensitive information related to students, staff, and faculty and not generally known or readily ascertainable in the industry. Confidential Information may be in paper or electronic format and are in possession, custody, and control of employees who work at the Marymount. I understand that the disclosure of Confidential Information may cause irreparable harm to Marymount.

As a condition of my employment, I agree that:

1. During my employment and after my employment is terminated, I will not disclose to, discuss or share with any unauthorized person, group or department, inside or outside of Marymount, any Confidential Information, in any form, except to the extent such disclosure, discussion or sharing, is authorized by my supervisor or another appropriate Marymount official.
2. I will not use Confidential Information for my own personal purposes.
3. I will not copy or remove any materials or information containing Confidential Information, except to the extent that I am given permission to do so by my supervisor or another appropriate Marymount official.
4. I will not look at, examine, or retrieve any document, file, or database, except those to which I am authorized to access and which are necessary for me to access in order to perform my job duties.
5. I will not discuss or share with any unauthorized person, group or department, inside or outside of Marymount, any conclusions that I or others draw from Confidential Information, if discussing or sharing those conclusions would reveal any Confidential Information.
6. If I am ever uncertain whether a particular fact, matter, document, or file is covered by this agreement, I will resolve all uncertainties in favor of preserving the confidentiality of that information, and I will seek clarification from my supervisor or another appropriate Marymount official before engaging in any conduct that could jeopardize the confidentiality of the information.
7. If I become aware that a breach of confidentiality has occurred due to my own or others' acts or omissions, I will immediately notify my supervisor or another appropriate Marymount official.

8. Upon termination of my assignment or as requested by my supervisor or appropriate Marymount official, I will return/surrender all material containing Confidential Information.
9. I understand that any violation of the terms of this agreement may subject me to disciplinary action, up to and including termination of my employment. In addition, I understand that Marymount reserves the right to take further action including referral to the appropriate law enforcement authorities for investigation, adjudication, or prosecution.

By acknowledging and signing this agreement, I certify that I have read and understood this agreement in its entirety, and that I agree to be bound by its terms both during my employment and after I leave my position at Marymount.

Signature

Date